

Jennie B Travels - Terms & Conditions

Effective Date: April 11, 2025

1. Your Agreement with Jennie B Travels

This document outlines the terms and conditions (the "Agreement") governing your relationship with Jennie B Travels ("we," "us," "our," or "Jennie B Travels"). "You" and "your" refer to the customer visiting our website, booking a reservation through us, or otherwise using our services.

Jennie B Travels operates in two capacities:

- As an **Independent Travel Agent affiliated with Legato Travel, LLC**, utilizing Legato Travel, LLC's Seller of Travel registrations and credentials for certain bookings.
- As an **independent travel agency utilizing its own industry credentials (such as CLIA)** for certain bookings, where Legato Travel, LLC is not involved in the transaction.

The capacity under which your specific booking is made will be clearly indicated on your quote, invoice, and booking confirmation, and will determine the applicable Seller of Travel disclosures and certain payment terms.

By booking your travel with us, accepting an invoice, ticket(s), voucher(s), or other evidence of travel arrangements, or by accessing or using our website in any manner, you agree to be bound by all terms and conditions herein. Please read this Agreement carefully. If you do not accept all of these terms and conditions, please do not use our services or website, or make bookings through us. We reserve the right, in our sole discretion, to change or modify this Agreement at any time without prior notice. Your continued use of our services or website signifies your acceptance of any such changes.

You represent and warrant that: (a) you are of sufficient legal age to use our services and website and can create binding legal obligations; (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf; (c) the information supplied by you or members of your group is true, accurate, current, and complete; and (d) you will inform such other persons of all terms and conditions applicable to their travel arrangements. You understand that you are financially responsible for any use of our services or website by you and those using your name or account.

Violation of this Agreement may result in cancellation of your reservation(s) or purchase(s), forfeiture of any monies paid, and/or denial of access to applicable travel products or services.

2. Our Role as Agent & Travel Suppliers

Jennie B Travels acts only as a booking agent for disclosed principal travel suppliers ("Suppliers") such as airlines, cruise lines, hotels, tour operators, car rental companies, and

other providers of transportation, accommodations, and travel services. We are not the direct supplier of these services.

- **Supplier Responsibility:** The travel products and services are provided by independent Suppliers. We are not responsible for the acts, errors, omissions, representations, warranties, breaches, negligence, or financial condition of any Suppliers, nor for their failure to adhere to their own schedules, provide services or refunds, honor future trip credits, or for any personal injury, death, property damage, accident, delay, inconvenience, change in itinerary or accommodations, or dissatisfaction with travel arrangements provided. We have no special knowledge regarding the financial condition of Suppliers.
- **Supplier Contracts:** By booking with us, you are entering into a separate contract with each applicable Supplier, subject to their terms and conditions.
- **Supplier Changes/Cancellations:** Supplier contracts may allow them to cancel or alter bookings. We will endeavor to notify you of significant changes if there is time before departure but are not liable for any resulting changes or costs. Prices are not guaranteed after confirmation, ticketing, or payment.

3. Jennie B Travels - Service & Cancellation Fees

Our agency fees are separate from and in addition to any fees or charges imposed by Suppliers.

- **Jennie B Travels Consultation & Management Fee:** We may charge a non-refundable Consultation & Management Fee for our professional services in planning, booking, and managing your travel. This fee covers our consultation, research, booking expertise, and advocacy throughout your travel process. This fee, if applicable, will be advised at the time of quoting or engagement and is non-refundable once planning has commenced. Our Consultation & Management Fee starts at \$25.00 per person/booking and varies based on complexity.
- **Jennie B Travels Change Fee:** For each client-initiated change to your booking that is approved by the Supplier, a non-refundable administrative fee of \$35.00 per person will apply, in addition to any fees or penalties imposed by the Supplier.
- **Jennie B Travels Cancellation Fee:** Should you cancel your reservation, a non-refundable cancellation fee of up to 5% of the total booking value, with a minimum of \$100 per reservation, will be levied by Jennie B Travels. This fee is effective from the time of your first deposit and is independent of, and in addition to, any cancellation fees or penalties charged by the Supplier(s). Travel insurance purchased from a Supplier may not cover Jennie B Travels' cancellation fees.

4. Health Protocols & Travel Advisories

- **Supplier Health Requirements:** Each Supplier has specific health and safety requirements. This may include mandatory pre-boarding health screenings, proof of vaccination (e.g., against COVID-19), and/or negative test results. Requirements vary

and are subject to change. It is your sole responsibility to review, understand, and comply with the latest requirements of each Supplier for your entire journey. By making final payment, you agree to meet these requirements. Failure to comply may result in denial of service without refund.

- **Communicable Diseases:** Suppliers may deny service to anyone exhibiting symptoms of a communicable disease or who does not meet their health screening criteria. This may also apply to their close contacts or traveling companions.
- **CDC & Government Advisories:** The U.S. Centers for Disease Control and Prevention (CDC) and the U.S. Department of State publish travel advice, warnings, and recommendations (e.g., at [cdc.gov/travel/notices](https://www.cdc.gov/travel/notices) and travel.state.gov). You should consult these resources before booking and traveling. Conditions can change rapidly. We are not liable for any losses if you choose to travel to a destination under an advisory.
- **Criminal Convictions:** Be aware that travelers with criminal convictions, including minor offenses such as Driving While Impaired (DWI), may be denied entry into certain countries (e.g., Canada). It is your responsibility to check entry requirements for all countries you will visit or transit.

5. Payment Information

The processing of your payment will depend on the capacity in which Jennie B Travels is handling your booking, as indicated on your quote and invoice. However, in all cases, **payments for the travel components themselves (e.g., airfare, cruise, hotel, tour) will be made directly to the respective travel Supplier.** Jennie B Travels will only directly collect payments for its separately itemized professional service fees.

A. For Bookings Made Under Affiliation with Legato Travel, LLC:

- **Payment for Travel Services:** All payments from you for air or sea transportation, cruise, tour packages, and other travel services (excluding Jennie B Travels' separate service fees) must be made directly to the respective travel Supplier (e.g., airline, cruise line, tour operator) or, in some instances as directed by the Supplier, to our host agency, Legato Travel, LLC, as specified on your invoice. Jennie B Travels does not receive or process your payment for these travel services directly into our own accounts, nor do we hold your funds for such services.
- **Authorization for Legato Affiliated Bookings:** Upon your provision of payment information for travel services under this affiliation, you authorize us to facilitate the payment arrangements with the corresponding Suppliers or our host agency, Legato Travel, LLC, on your behalf.
- **Merchant of Record for Travel Services (Legato Affiliated Bookings):** When your booking is made under our affiliation with Legato Travel, LLC, the Supplier (or Legato Travel, LLC, if acting as the merchant for the supplier) will be the merchant of record for the travel services.

B. For Bookings Made Directly Under Jennie B Travels' Own Credentials (e.g., CLIA ID):

- **Payment for Travel Services:** For bookings made under Jennie B Travels' own credentials, all payments from you for air or sea transportation, cruise, tour packages, and other travel services (excluding Jennie B Travels' separate service fees) must be made directly to the respective travel Supplier, as specified on your invoice. Jennie B Travels does not receive or process your payment for these travel services directly into our own accounts, nor do we hold your funds for such services.
- **Authorization for Direct Bookings:** Upon your provision of payment information for travel services under these direct bookings, you authorize Jennie B Travels to facilitate the payment arrangements with the corresponding Suppliers on your behalf.
- **Merchant of Record for Travel Services (Direct Bookings):** For these bookings, the Supplier will be the merchant of record for the travel services.

C. General Payment Terms (Applicable to All Bookings):

- **Jennie B Travels' Professional Service Fees:** Any professional service, consultation, planning, or booking management fees charged by Jennie B Travels are for our services only, are separate from the cost of travel services charged by Suppliers, and will be clearly itemized on your invoice. These service fees, if applicable, must be paid separately and directly to Jennie B Travels as indicated on the invoice, and Jennie B Travels is the merchant of record for these fees. These service fees are non-refundable as outlined in Section 3.
- **Price Guarantee:** Payment of a deposit for travel services (made to the Supplier or Legato Travel, LLC) enables us to hold a reservation for you but does not guarantee the price of the travel services. The price can only be guaranteed once full payment has been received by the Supplier (or Legato Travel, LLC, if applicable) and travel documents have been issued, subject to any terms and conditions of the Supplier. We will advise you of the date that full payment is required.
- **Price Increases:** Prices for travel services are subject to increase prior to full payment and ticketing with the Supplier. Post-purchase price increases may be applied by Suppliers or governments (e.g., due to increased fees, fuel surcharges, taxes, currency fluctuations). You acknowledge that you may be charged additional sums by the Supplier (or Legato Travel, LLC, if applicable) to offset such increased costs until full payment for the products has been made. Jennie B Travels is not responsible for such increases.
- **Credit Card Use:** We strongly recommend using a credit card for all purchases. When you make a payment for travel services, the Supplier (or Legato Travel, LLC where applicable) is the merchant of record. If Suppliers do not provide the services purchased, your recourse is against the Supplier. You agree not to initiate a chargeback against Jennie B Travels for Supplier non-performance if payment has been correctly remitted to or processed by the Supplier (or Legato Travel, LLC) on your behalf for those travel services.
- **Returned Checks:** A fee of \$35.00 will be added for checks returned by our bank (applicable only if Jennie B Travels accepts checks for its direct professional service fees).
- **Invoice Challenges:** You agree that any charges for Jennie B Travels' professional service fees that are not questioned or challenged in writing to us within 60 days of the

billing date are irrevocably accepted. Challenges to charges from Suppliers for travel services must be directed to the Supplier or Legato Travel, LLC, as applicable.

6. Changes & Cancellations by You

- **Requests:** If you wish to change any part of your travel, we will try to assist but cannot guarantee Supplier approval. Some Suppliers (especially for airfare) may not permit changes.
- **Fees:** Approved changes will incur Jennie B Travels' Change Fee (see Section 3) plus any Supplier charges/penalties.
- **Cancellations:** If you cancel, you may be entitled to a partial refund from the Supplier, subject to their terms. Jennie B Travels' Cancellation Fee (see Section 3) will apply, plus any Supplier charges/penalties. Deposits are often non-refundable. Refunds, if any, from Suppliers may take 6-8 weeks or longer to process. We are not responsible for Supplier failure to pay a refund.
- **Travel Insurance:** If your cancellation reason is covered by your travel insurance policy, you may be able to reclaim cancellation charges through your insurer.

7. Travel Documents, Traveler Information & Specific Advisories

- **Accuracy of Information & Traveler Names:** It is your responsibility to provide and verify that all names on your booking (for all travelers) match *exactly* with government-issued identification (e.g., passport, driver's license) to be used for travel. Review your travel itinerary carefully and notify your Jennie B Travels advisor of any corrections necessary within 24 hours of booking. After that time, any change fees, penalties, or denied boarding/travel due to name discrepancies will be your sole responsibility.
- **Travel Documents:** Ensure all details on your travel documents are correct immediately upon receipt. Safeguard these documents. Replacement during travel is often difficult or impossible.
- **Passport, Visa & Immigration:** You are responsible for fulfilling all passport (valid for at least 6 months beyond your return date for international travel), visa, and immigration requirements for all destinations and transit points. Confirm these with relevant embassies/consulates. We are not liable if you are unable to travel due to non-compliance.
- **Hazardous Materials:** Federal law forbids the carriage of certain hazardous materials (e.g., aerosols, fireworks, flammable liquids) aboard aircraft. For details, contact your airline or visit www.faa.gov/about/initiatives/hazmat_safety.
- **Insecticide Spraying:** Some countries require insecticide spraying of aircraft. Federal law refers you to the Department of Transportation's disinsection page: <https://www.transportation.gov/airconsumer/spray>.
- **Destinations & Risk:** BY OFFERING TRAVEL TO ANY PARTICULAR DESTINATION, WE DO NOT REPRESENT THAT TRAVEL IS ADVISABLE, SAFE, OR WITHOUT RISK. WE ARE NOT LIABLE FOR, AND YOU RELEASE JENNIE B TRAVELS AND OUR EMPLOYEES, AGENTS, AND AFFILIATES (COLLECTIVELY, "INDEMNITEES") FROM

ANY AND ALL DAMAGES, LOSSES, OR ADVERSE EVENTS THAT MAY RESULT FROM TRAVEL BOOKED TO SUCH DESTINATIONS.

8. Specific Travel Component Advice

- **Assistive Devices:** It is your sole responsibility as a passenger traveling with an assistive device (e.g., crutches, walkers, wheelchairs, portable oxygen concentrators, CPAP machines, prescription medications/syringes) to contact the airline, cruise line, or tour company directly to advise them of your device and ensure compliance with their regulations. If unsure if your device qualifies as an assistive device, contact the Supplier's disability or special assistance desk.
- **Car Rentals:** Car rental rates generally do not include gas, taxes, or optional insurance (e.g., CDW). Renters must typically be at least 25 years old (younger renters may incur surcharges or be ineligible) and present a valid credit card in their name with available credit. Driving records may be verified.
- **Hotel Reservations:** Hotel prices typically do not include parking fees, resort fees, crib/roll-away fees, or other charges of a personal nature; these are payable directly to the hotel. A credit card or cash deposit may be required at check-in for incidental charges. Minimum check-in age is enforced. Hotels may place a hold on your credit card.
- **Credit Card Use During Travel:** It is highly recommended to advise your credit card companies and bank that you will be traveling to prevent fraud alerts. Carry their contact numbers separately in case of issues.

9. Travel Insurance

Travel insurance is optional but strongly recommended to protect against unforeseen circumstances such as trip cancellation, interruption, emergency medical expenses, evacuation, baggage loss/delay, Supplier bankruptcy, and other potential losses. Jennie B Travels may offer travel insurance plans for your convenience. The terms of any purchased policy will dictate coverage. Insurance typically becomes effective upon our receipt of the plan cost, in addition to any required travel package payments. Early purchase (e.g., at or near time of deposit) often provides additional benefits.

10. Use of Our Services and Website

- **Legitimate Use:** You agree to use our website and services only for legitimate reservations or purchases and not for speculative, false, or fraudulent purposes. Comply with all applicable laws.
- **Proprietary Content:** Content on our website is proprietary to Jennie B Travels and/or our suppliers. You may not copy, monitor, "scrape," "frame," "mirror," or incorporate any part of our website into another without our prior written permission.
- **Third-Party Links:** Our website may contain links to third-party sites as a convenience. We do not control these sites and are not responsible for their content or practices. Access them at your own risk.

- **Accessibility:** Jennie B Travels is committed to ensuring that our services and website are accessible to individuals with disabilities. We are continually working to improve the user experience for everyone and aim to apply relevant accessibility practices where feasible.

Our goal is to enable all of our customers to successfully gather information and transact business through our website. However, we recognize that accessibility is an ongoing effort. If you have difficulty accessing any content, viewing any information, or using any functionality on our website, or if you require assistance with our travel planning and booking services due to a disability, please do not hesitate to contact us.

How to Reach Us for Assistance: You can contact us by phone at 419-551-7687 or by email at support@jenniebtravels.com. We will make reasonable efforts to provide you with the information or service you need through an alternative communication method that is accessible for you (for example, through telephone support or email correspondence).

Feedback & Third-Party Content: We welcome your feedback on how we can improve the accessibility of our website and services. Please note that our website may contain links to, or content from, third-party websites not controlled by Jennie B Travels. While we encourage our partners to provide accessible content, we cannot guarantee the accessibility of external sites or third-party content.

11. Privacy Policy

You consent to Jennie B Travels processing and sharing personal information about you and your party in accordance with our Privacy Policy, which can be found on our website at <https://www.jenniebtravels.com/privacy-policy.html>, or provided separately. You represent that you have read and agree to its terms.

12. Indemnification

You agree to indemnify and hold harmless the Indemnitees (as defined in Section 7), any travel insurance provider we offer, and any of our respective Suppliers, from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties, or other costs or expenses of any kind (including reasonable legal and accounting fees) brought by third parties as a result of: (a) your breach of this Agreement or documents referenced herein; (b) your violation of any law or the rights of a third party; or (c) your use of our website or services.

13. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PROVIDED BY JENNIE B TRAVELS OR OUR SUPPLIERS OR PUBLISHED ON OUR WEBSITE MAY INCLUDE INACCURACIES OR ERRORS, INCLUDING PRICING ERRORS. WE DO NOT GUARANTEE THE ACCURACY OF, AND DISCLAIM ALL LIABILITY FOR, ANY ERRORS OR OTHER INACCURACIES. WE EXPRESSLY RESERVE THE RIGHT TO CORRECT ANY PRICING

ERRORS ON OUR WEBSITE AND/OR ON PENDING RESERVATIONS MADE UNDER AN INCORRECT PRICE. IN SUCH EVENT, IF AVAILABLE, WE WILL OFFER YOU THE OPPORTUNITY TO KEEP YOUR PENDING RESERVATION AT THE CORRECT PRICE OR YOU MAY CANCEL YOUR RESERVATION WITHOUT PENALTY FROM JENNIE B TRAVELS (SUPPLIER PENALTIES MAY STILL APPLY IF THE ERROR WAS NOT OURS).

JENNIE B TRAVELS MAKES NO GUARANTEES ABOUT THE AVAILABILITY OF SPECIFIC PRODUCTS AND SERVICES. WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, SOFTWARE, PRODUCTS, OR SERVICES PROVIDED BY US OR CONTAINED ON OUR WEBSITE FOR ANY PURPOSE. THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICES BY US DOES NOT CONSTITUTE OUR ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCT, SERVICE, OR SUPPLIER. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

WE DISCLAIM ALL WARRANTIES THAT OUR WEBSITE, ITS SERVERS, OR ANY EMAIL SENT FROM US OR OUR SUPPLIERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO SUCH INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

THE SUPPLIERS ARE INDEPENDENT CONTRACTORS AND NOT OUR AGENTS OR EMPLOYEES. JENNIE B TRAVELS IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES, OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. JENNIE B TRAVELS HAS NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE, OR OTHER CAUSES BEYOND OUR DIRECT CONTROL, AND WE HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING, OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

TO THE FULLEST EXTENT PERMITTED BY LAW, JENNIE B TRAVELS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF OUR WEBSITE OR SERVICES OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE OUR WEBSITE OR SERVICES (INCLUDING, BUT NOT LIMITED TO, YOUR RELIANCE UPON OPINIONS APPEARING ON THIS WEBSITE; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED SITES, PRODUCTS, AND SERVICES OBTAINED THROUGH OUR WEBSITE OR SERVICES; OR OTHERWISE ARISING OUT OF THE ACCESS TO, DISPLAY OF OR USE OF OUR WEBSITE OR SERVICES) WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, CONSUMER PROTECTION STATUTES, OR OTHERWISE, AND EVEN IF JENNIE B TRAVELS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF, DESPITE THE LIMITATION ABOVE, JENNIE B TRAVELS IS FOUND LIABLE FOR ANY LOSS OR DAMAGE WHICH ARISES OUT OF OR IN ANY WAY CONNECTED WITH ANY OF THE OCCURRENCES DESCRIBED ABOVE, THEN JENNIE B TRAVELS' LIABILITY WILL IN NO EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF (A) THE SERVICE FEES YOU PAID TO JENNIE B TRAVELS IN CONNECTION WITH SUCH TRANSACTION(S), OR (B) ONE-HUNDRED DOLLARS (US\$100.00).

THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

14. General Terms and Conditions

- **Independent Contractor:** We act as an independent contractor. No joint venture, partnership, or employment relationship exists between you and Jennie B Travels or our Suppliers.
- **Assignment:** You may not assign your rights or obligations under this Agreement.
- **Termination:** We may terminate this Agreement at any time for any reason.
- **Severability & Non-Waiver:** If any provision is found invalid, the remainder of this Agreement remains in effect. Failure to enforce any provision does not waive our right to do so later.
- **Governing Law & Jurisdiction:** This Agreement and all actions contemplated by it will be governed by the laws of the State of Ohio, without regard to its conflicts of laws principles. You consent to the exclusive jurisdiction and venue of courts in Williams County, Ohio (or the nearest competent court) for all disputes arising out of or relating to our services or website.
- **Entire Agreement:** This Agreement (and any other terms and conditions referenced herein, including Supplier terms) constitutes the entire agreement between you and Jennie B Travels regarding the subject matter hereof.

15. Rate Terms and Conditions

Rates are for new, individual bookings unless otherwise stated, are generally per person based on double occupancy, and typically include non-commissionable fees. Government taxes and fees are usually additional unless explicitly included. Availability may be limited. Select dates/locations may have higher rates. "On Request" airfare means it is not booked/included; a specialist will provide pricing if available. All rates are subject to change and availability until booked and confirmed with payment to the Supplier or Legato Travel, LLC.

16. Mobile Messaging Program

Jennie B Travels may, now or in the future, offer an optional mobile messaging program (the "Program") allowing clients to receive communications via SMS/text messages. Your participation in any such Program is entirely voluntary and subject to these Mobile Messaging

Terms, as well as our general Privacy Policy referenced in Section 11 of this Agreement. These terms apply specifically to automated or bulk promotional and transactional text messages sent as part of a structured Program, and do not apply to direct, individual, conversational text messages exchanged between you and your Jennie B Travels advisor regarding your specific travel plans outside of such a Program.

- **Program Description and Scope:** Should Jennie B Travels implement a Mobile Messaging Program, we may send enrolled users promotional and/or transactional mobile messages.
 - **Promotional Messages:** These messages are designed to advertise and promote our products and services and may include alerts for exclusive travel offers, destination highlights, limited-time promotions, agency news, or important travel alerts you elect to receive.
 - **Transactional Messages:** These messages would pertain to your specific interactions or bookings with us, such as payment reminders, booking confirmations, or significant itinerary updates, if you opt-in for such notifications via this Program. Message frequency will vary depending on the nature of the Program and your preferences. Standard message and data rates imposed by your mobile provider will apply to any messages sent to you from us and to us from you.
- **User Opt-In:** To participate in any future Mobile Messaging Program, you will be required to provide your mobile phone number and give explicit, affirmative consent (for example, by texting a specific keyword to a designated number, checking a box on an online form, or other prescribed methods). By opting into the Program, you:
 - Acknowledge that messages may be sent using an automatic telephone dialing system or other automated technology.
 - Agree to receive recurring mobile messages from us at the mobile phone number associated with your opt-in, even if such number is registered on any state or federal “Do Not Call” list.
 - Confirm that you are the-current subscriber or customary user of the mobile number provided and are authorized to opt-in. Participation in any such Program is not a condition of purchasing any goods or services from Jennie B Travels.
- **User Opt-Out and Support:** You may opt-out of receiving messages from a specific Mobile Messaging Program at any time.
 - To Opt-Out, reply STOP, QUIT, CANCEL, OPT-OUT, or UNSUBSCRIBE to any mobile message you receive from us as part of that Program. After sending your opt-out message, you may receive a one-time confirmation text message acknowledging your request. No further messages will be sent to your mobile number for that Program thereafter.

- For **Support** or information about a Program, reply **HELP** to any message you receive, or contact us directly at 419-551-7687 or support@jenniebtravels.com.
- **Duty to Notify and Indemnify:** If your mobile number changes or you are no longer the owner of the number you provided at opt-in, you agree to promptly notify Jennie B Travels of this change to prevent unintended messages.
- **Privacy:** Our collection and use of your personal information via any Mobile Messaging Program is also governed by our Privacy Policy (see Section 11). We will not share your mobile opt-in data and consent with third parties for their marketing purposes.
- **Disclaimer of Warranty and Liability:** Any Mobile Messaging Program will be offered on an “as-is” basis and may not be available in all areas, at all times, or on all mobile providers. Jennie B Travels will not be liable for any delays or failures in the receipt of any mobile messages connected with any Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of our control. We reserve the right to alter or cease any Program at any time, with or without notice.

17. Affiliation, Credentials, and Seller of Travel Disclosures

The Seller of Travel (SOT) information applicable to your booking depends on the capacity in which Jennie B Travels is operating for your specific transaction. This will be clearly indicated on your quote and invoice.

A. For Bookings Made Under Affiliation with Legato Travel, LLC: Jennie B Travels, an Independent Travel Agent, operates as an independent affiliate of **Legato Travel, LLC**, whose principal address is **1155 Kelly Johnson Blvd, Suite 111, Unit 153, Colorado Springs, CO 80920**. For these bookings, Legato Travel, LLC is the registered Seller of Travel. Jennie B Travels acts on behalf of Legato Travel, LLC. All client payments for such travel services are made directly to the air carrier, ocean carrier, other travel suppliers, or to Legato Travel, LLC, as outlined in Section 5. Jennie B Travels does not receive consideration directly from the passenger for these travel services, except for separately itemized and charged professional service fees.

The following are Seller of Travel registrations for Legato Travel, LLC under which Jennie B Travels operates for these affiliated bookings:

- **California:** Legato Travel, LLC’s Seller of Travel Registration No. **CST# 2130335-70**.
 - *Disclosure required by California Law for these bookings:* Jennie B Travels, acting on behalf of Legato Travel, LLC, discloses that Legato Travel, LLC does not maintain a trust account or surety bond for the specific purpose of the California Seller of Travel law. Legato Travel, LLC, and consequently Jennie B Travels operating under their registration for these bookings, do not participate in the California Travel Consumer Restitution Fund (TCRF). This statement is made

in accordance with California Business & Professions Code §17550 et seq.

California law requires certain sellers of travel to have a trust account or bond.

- **Florida:** Legato Travel, LLC is registered with the State of Florida as a Seller of Travel. "Fla. Seller of Travel Reg. No. **ST41147**".
- **Washington:** Legato Travel, LLC is registered with the State of Washington as a Seller of Travel. "WA Seller of Travel **604118560**".
- **Hawaii:** Legato Travel, LLC is registered with the State of Hawaii as a Travel Agency. Registration No. **TAR-7575-0**.

Registration as a Seller of Travel in any state does not constitute approval by that state.

B. For Bookings Made Directly Under Jennie B Travels' Own Credentials (e.g., CLIA ID):

For bookings where Legato Travel, LLC is not involved, and Jennie B Travels is utilizing its own industry credentials (such as its CLIA number) to book directly with Suppliers:

- **Legato Travel, LLC's Seller of Travel registrations and the associated disclosures and protections outlined in Section 17A DO NOT APPLY to these direct bookings made solely under Jennie B Travels' own credentials.**
- Jennie B Travels does not currently hold its own independent Seller of Travel (SOT) registrations in states such as California, Florida, Washington, or Hawaii for these direct transactions.
- Accordingly, for bookings made directly under Jennie B Travels' own credentials (not as an affiliate of Legato Travel, LLC for that transaction), state-mandated Seller of Travel protections that may be available through state-registered entities (such as the California Travel Consumer Restitution Fund - TCRF) will not apply to your transaction with Jennie B Travels for these direct bookings.
- Jennie B Travels is committed to operating in compliance with all applicable laws and regulations. Therefore, direct travel booking services under Jennie B Travels' own credentials may not be available to residents of certain states if such transactions would require specific SOT registrations that Jennie B Travels does not currently hold for these direct bookings.
- If you are a resident of a state requiring specific Seller of Travel registrations for your transaction, we will typically endeavor to process your booking through our host agency, Legato Travel, LLC, under their applicable Seller of Travel registrations as outlined in Section 17A. If this is not feasible, or if you specifically request a booking directly under Jennie B Travels' own credentials where such SOT requirements would apply, we may be unable to complete your booking in that capacity at this time.

C. General Disclosures (Applicable to All Bookings): You will be provided with written materials prior to or at the time of any payment, which will include: Jennie B Travels' name, business address 610 Cardinal Dr, Bryan, OH 43506, and telephone number 419-551-7687; the total amount paid or to be paid, and a statement of the balance due, if any; the name of the air or sea carrier (if applicable) and an itinerary; all terms and conditions of the travel services including cancellation conditions (which includes these Terms & Conditions and those of the

applicable Suppliers); and information regarding your entitlement to a refund if transportation or travel services are cancelled and you are not at fault. Your quote and invoice will clearly indicate the capacity (affiliated with Legato Travel, LLC, or direct via Jennie B Travels' own credentials) under which your booking is made.

18. Important Notice for Washington State Residents

The following statement is required by Washington State law (RCW 19.138.010 et seq.) and applies to bookings made with Washington State residents:

If transportation or other services are canceled by the seller of travel, all sums paid to the seller of travel for services not performed in accordance with the contract between the seller of travel and the purchaser will be refunded within thirty days of receiving the funds from the vendor with whom the services were arranged, or if the funds were not sent to the vendor, the funds must be returned within fourteen days after cancellation by the seller of travel to the purchaser unless the purchaser requests the seller of travel to apply the money to another travel product and/or date.

(Note: For bookings affiliated with Legato Travel, LLC, "seller of travel" primarily refers to Legato Travel, LLC or the ultimate Supplier. For bookings made directly under Jennie B Travels' own credentials, "seller of travel" primarily refers to Jennie B Travels or the ultimate Supplier.)

19. Force Majeure

(a) Definition: "Force Majeure Event" means any event or circumstances beyond the reasonable control of Jennie B Travels or its Suppliers, which prevents or materially affects the performance of obligations under this Agreement. Such events may include, but are not limited to: acts of God, flood, earthquake, volcano, tsunami, fire, or other natural disasters; weather conditions; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, civil unrest, or other civil disturbance; government order, law, or actions (including travel advisories, restrictions, or prohibitions); embargoes or blockades; national or regional emergency; epidemics, pandemics, public health crises (such as COVID-19 or similar outbreaks) or contamination; strikes, labor stoppages or slowdowns, or other industrial disturbances; interruption or failure of utility services (including internet or communication services); breakdown of transport, or equipment; non-performance or default by Suppliers (including but not limited to airlines, cruise lines, hotels, tour operators) due to such Force Majeure Events affecting them; insolvency or bankruptcy of a Supplier; and any other event or circumstance not within the reasonable control of Jennie B Travels.

(b) Effect of Force Majeure Event: Jennie B Travels shall not be deemed in breach of this Agreement, nor liable for any loss, damage, delay, or failure to perform any of its obligations under this Agreement (including, but not limited to, the obligation to facilitate bookings or manage travel arrangements) if such failure or delay is due to a Force Majeure Event. Upon the occurrence of a Force Majeure Event, travel plans may be interrupted, changed, postponed, or cancelled.

(c) Supplier Policies Prevail: You acknowledge that the travel products and services are provided by independent Suppliers, and their terms and conditions, including their own force majeure policies, will govern your rights and remedies regarding the actual travel components (e.g., flights, cruises, accommodation, tours). Any refunds, partial refunds, future travel credits, or alternative travel arrangements offered in the event of a Force Majeure Event will be at the sole discretion of the respective Suppliers and subject to their policies. Jennie B Travels will use reasonable efforts to communicate with Suppliers on your behalf and pass along any remedies offered by the Suppliers, but Jennie B Travels shall have no independent obligation to provide refunds or alternative arrangements for the travel services themselves.

(d) Jennie B Travels' Service Fees: Services rendered by Jennie B Travels, including but not limited to Consultation & Management Fees and Change Fees, compensate Jennie B Travels for its professional services in planning, booking, and managing your travel. These fees are for services already performed or in progress and remain non-refundable in the event that your travel plans are affected by a Force Majeure Event. Any cancellation fees levied by Jennie B Travels as outlined in Section 3, if applicable due to your decision to cancel prior to a supplier's official cancellation due to Force Majeure, would also remain subject to the terms in Section 3.

(e) No Liability for Additional Costs: Jennie B Travels shall not be responsible for any additional expenses, losses, or damages you may incur as a result of a Force Majeure Event, including but not limited to costs of rebooking, alternative accommodations, meals, or transportation, or for any unused portion of your travel arrangements.

(f) Travel Insurance: You are strongly advised to purchase comprehensive travel insurance that may provide coverage for certain losses incurred due to Force Majeure Events, subject to the terms of the insurance policy.